

Francis O. Scarpulla (41059)
Patrick B. Clayton (240191)
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456 Montgomery Street, 17th Floor
San Francisco, CA 94104
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Interim Co-Lead Counsel for Other Repealer States

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE: CATHODE RAY TUBE (CRT) ANTITRUST LITIGATION

Master File No. 3:07-cv-5944-JST

MDL No. 1917

This Document Relates to:

All Indirect-Purchaser Actions

**DECLARATION OF FRANCIS O.
SCARPULLA IN SUPPORT OF MOTION TO
INTERVENE AND AMEND COMPLAINT TO
ALLEGE STATE LAW CLAIMS FOR THE
OTHER REPEALER STATES**

Hearing Date: October 23, 2019

Time: 2:00 p.m.

Judge: The Honorable Jon S. Tigar
Courtroom: 6, 2nd Floor

I, Francis O. Scarpulla, declare as follows:

1. I am an attorney duly licensed by the State of California and am admitted to practice before this Court. I make this declaration in support of the Motion to Intervene and Amend Complaint To Allege State Law Claims For the Other Repealer States. I have personal knowledge of the facts stated in this Declaration, and, if called as a witness, I could and would testify completely to them.

2. Pursuant to Mass. Gen. Laws ch. 93A, §§ 2 and 9, on July 15, 2019, I caused to be served by Certified Mail demand letters upon the entities listed below. Attached to this Declaration are copies of each demand letter served, as well as copies of the return receipts confirming delivery of each.

- Ex. 1: LG Electronics USA, Inc., delivered on July 22, 2019;
- Ex. 2: Philips North America LLC, delivered on July 22, 2019;
- Ex. 3: Hitachi America Ltd., delivered on July 22, 2019;
- Ex. 4: Mitsubishi Electric US Inc., delivered on July 19, 2019;
- Ex. 5: Panasonic Corp. of North America, delivered on July 19, 2019;
- Ex. 6: Samsung Electronics America Inc., delivered on July 19, 2019;
- Ex. 7: Technicolor USA Inc., delivered on July 19, 2019;
- Ex. 8: Toshiba America Consumer Products Inc., delivered on July 19, 2019;
- Ex. 9: Toshiba America Consumer Products LLC, delivered on July 19, 2019;
- Ex. 10: Toshiba America Electronic Components Inc., delivered on July 19, 2019;
- Ex. 11: Toshiba America Information System Inc., delivered on July 19, 2019;
- Ex. 12: Toshiba America Inc., delivered on July 19, 2019

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct. Executed the 22nd day of August, 2019 at San Francisco, California.

/s/ Francis O. Scarpulla
Francis O. Scarpulla

EXHIBIT 1

LAW OFFICES OF
FRANCIS O. SCARPULLA
ATTORNEY AT LAW
AND
SOLICITOR, UNITED KINGDOM AND WALES
SOLICITOR, IRELAND
456 MONTGOMERY STREET, 17TH FLOOR
SAN FRANCISCO, CA 94104
(415) 788-7210
TELECOPIER: (415) 788-0706
CELLULAR: (415) 310-0607
EMAIL: fos@scarpullalaw.com

July 15, 2019

VIA CERTIFIED MAIL

Registered; Return Receipt Requested

Registered Agent for Service of Process
for LG Electronics U.S.A., Inc.
Prentice-Hall Corporation System, Inc.
84 State Street
Boston, MA 02109

Dear CRT Manufacturers¹:

The undersigned counsel represent Hope Hitchcock, Kerry Murphy, Gary Talewsky, and Harry Garavanian (the “Claimants”).

The provisions of Massachusetts General Laws of Consumer Protection, Chapter 93A, Section 9, grant Claimants the right to make demand – and we hereby make a written demand on their behalf – for the relief that is described in that act. The Claimants make their demands individually pursuant to M.G.L.A. 93A, § 9(3), but with the intent to pursue relief for all others similarly situated pursuant to M.G.L.A. 93A, § 9(2).

Each of the Claimants has been the victim of a conspiracy to fix the price of cathode-ray tube (CRT) products, including televisions and computer monitors, by the CRT Manufacturers. Each of the Claimants is an indirect purchaser of CRT products for their own use and not for resale. The price-fixing conspiracy has been described in the pleadings of Indirect-Purchaser Plaintiffs in complaints for relief starting in 2007 in litigation pending in the U.S. District Court for the Northern District of California: *In re Cathode Ray Tube (CRT) Litigation*, MDL No. 1917, Case No. 07-cv-5944-JST (N.D. Cal.).

¹ The Claimants refer to the addressees above as the “CRT Manufacturers”.

CRT Manufacturers
July 15, 2019
Page 2

As variously alleged since the inception of *In re Cathode Ray Tube (CRT) Litigation* in the Indirect-Purchaser Plaintiffs' consolidated amended complaint (March 16, 2009), as well as in its second (May 10, 2010), third (December 11, 2010), and fourth (January 10, 2013) consolidated amended complaints, the CRT Manufacturers conspired to fix, raise, maintain, and stabilize prices for the sale of CRT products at artificially high and anticompetitive levels. That conspiracy extended from March 1, 1995 until November 25, 2007, and resulted in overcharges of billions of dollars to indirect purchasers across the United States, including to the Claimants who purchased CRT products in Massachusetts. Thus, the CRT Manufacturers' illegal conduct: 1) violated Section 1 of the federal Sherman Act; 2) violated state antitrust laws; 3) violated state consumer protection and unfair competition statutes, including M.G.L.A. 93A, §§ 2, 9; and 4) constituted unjust enrichment subjecting the CRT Manufacturers to disgorgement of profits.

Pursuant to federal law, all CRT Manufacturer co-conspirators are jointly and severally liable for all damages arising from the conspiracy.

The Claimants purchased CRT products whose prices were artificially high as a result of the price-fixing conspiracy:

1. Hope Hitchcock: Ms. Hitchcock purchased a Samsung CRT television at Best Buy in Danvers, Massachusetts in October 1998.
2. Kerry Murphy: Kerry Murphy purchased a Samsung CRT television at Circuit City in North Dartmouth, Massachusetts in the summer of 2000.
3. Gary Talewsky: Mr. Talewsky purchased 4 CRT computer monitors and 5 CRT televisions in Massachusetts from March 1, 1995 to November 25, 2007. Mr. Talewsky also purchased 18 CRT computer monitors in Massachusetts for his office during the same period.
4. Harry Garavanian: Mr. Garavanian purchased 5 CRT computer monitors and 1 CRT television in Massachusetts from March 1, 1995 to November 25, 2007.

Due to the unfair and deceptive practices of the CRT Manufacturers to which the Claimants were subjected, the Claimants have suffered monetary damages because they paid more for the CRT products they purchased than they would have done in the absence of the conspiracy. The amount of the damages the Claimants suffered cannot be determined at this time in the absence of additional discovery, however, that information is known and has been concealed by the CRT Manufacturers as part of the price-fixing conspiracy. The Claimants demand a sum of money sufficient not only to pay their own damages, but also for those indirect purchasers who bought CRT products in Massachusetts for their own use and not for resale from March 1, 1995 until November 25, 2007.

Pursuant to M.G.L.A. 93A, § 9(3), please respond within 30 days of receipt of this letter. Should you fail to do so, we will file claims for the Claimants and on behalf of a plaintiff class of

CRT Manufacturers
July 15, 2019
Page 3

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Very truly yours,

/s/ Francis O. Scarpulla

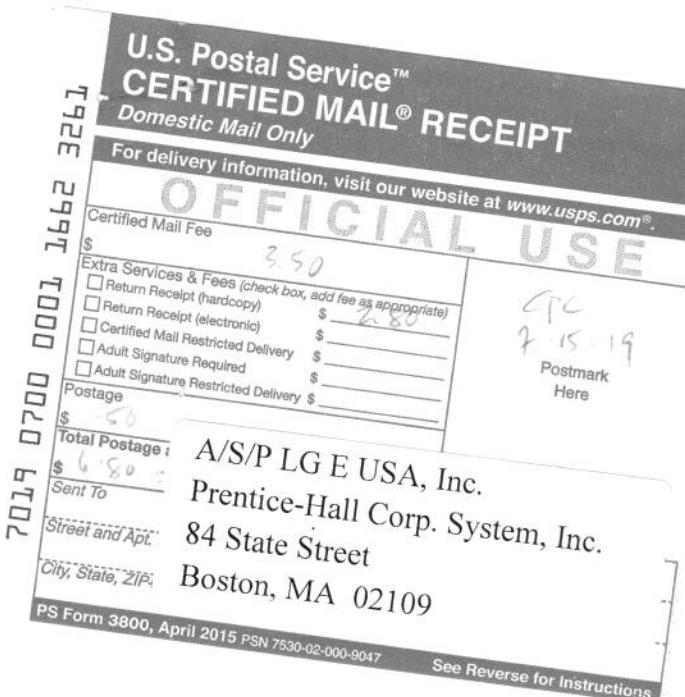
FRANCIS O. SCARPULLA
Law Offices of Francis O. Scarpulla
Counsel for Hitchcock and Murphy

/s/ Theresa D. Moore

THERESA D. MOORE
Law Offices of Theresa D. Moore, PC
Counsel for Talewsky and Garavanian

BT/FOS/cpc

cc: Patrick B. Clayton, Esq.
John G. Crabtree, Esq.
Brian Tackenberg, Esq.
Brian M. Torres, Esq.
Mark Morrison, Esq.
Christopher Nedeau, Esq.



7019 0700 0001 1662 3261

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

A. Signature 
 B. Received by (Printed Name) _____
 Agent Addressee
 C. Date of Delivery

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below: _____

3. Service Type
 Adult Signature Priority Mail Express®
 Adult Signature Restricted Delivery Registered Mail™
 Certified Mail® Registered Mail Restricted Delivery
 Collect on Delivery Return Receipt for Merchandise
 Insured Mail Signature Confirmation™
 Insured Mail Restricted Delivery (over \$500) Restricted Delivery

1. Article Addressed to:
 A/S/P LG E USA, Inc.
 Prentice-Hall Corp. System, Inc.
 84 State Street
 Boston, MA 02109

2. Article Number (Transfer from service label)
 PS Form 3811, July 2015 PSN 7530-02-000-9053

7019 0700 0001 1662 3261

Domestic Return Receipt

EXHIBIT 2

LAW OFFICES OF
FRANCIS O. SCARPULLA
ATTORNEY AT LAW
AND
SOLICITOR, UNITED KINGDOM AND WALES
SOLICITOR, IRELAND
456 MONTGOMERY STREET, 17TH FLOOR
SAN FRANCISCO, CA 94104
(415) 788-7210
TELECOPIER: (415) 788-0706
CELLULAR: (415) 310-0607
EMAIL: fos_scarpullalaw.com

July 15, 2019

VIA CERTIFIED MAIL

Registered; Return Receipt Requested

Registered Agent for Service of Process
for Philips North America, LLC
f/k/a Philips Electronics North America Corporation
Corporation Service Company
84 State Street
Boston, MA 02109

Dear CRT Manufacturers¹:

The undersigned counsel represent Hope Hitchcock, Kerry Murphy, Gary Talewsky, and Harry Garavanian (the "Claimants").

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CRT Manufacturers
July 15, 2019
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Very truly yours,

/s/ Francis O. Scarpulla

FRANCIS O. SCARPULLA
Law Offices of Francis O. Scarpulla
Counsel for Hitchcock and Murphy

/s/ Theresa D. Moore

THERESA D. MOORE
Law Offices of Theresa D. Moore, PC
Counsel for Talewsky and Garavanian

BT/FOS/cpc

cc: Patrick B. Clayton, Esq.
John G. Crabtree, Esq.
Brian Tackenberg, Esq.
Brian M. Torres, Esq.
Mark Morrison, Esq.
Christopher Nedeau, Esq.

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For delivery information, visit our website at www.usps.com ®.													
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<p>Certified Mail Fee 3.50</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Extra Services & Fees (check box, add fee as appropriate)</td> <td style="width: 50%; padding: 2px;">\$ 2.80</td> </tr> <tr> <td><input type="checkbox"/> Return Receipt (hardcopy)</td> <td>\$ 2.80</td> </tr> <tr> <td><input type="checkbox"/> Return Receipt (electronic)</td> <td>\$ 0.00</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td>\$ 0.00</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Required</td> <td>\$ 0.00</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td>\$ 0.00</td> </tr> </table> <p>Postage \$ 1.82</p> <p>Total Postage \$ 6.32</p> <p>Sent To</p> <p>Street and Apt. #</p> <p>City, State, ZIP+ BOSTON, MA 02109</p>		Extra Services & Fees (check box, add fee as appropriate)	\$ 2.80	<input type="checkbox"/> Return Receipt (hardcopy)	\$ 2.80	<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00	<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00	<input type="checkbox"/> Adult Signature Required	\$ 0.00	<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00
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<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00												
PS Form 3800, April 2015 PSN 7530-02-000-9047													

SENDER: COMPLETE THIS SECTION	
<input type="checkbox"/> Complete items 1, 2, and 3. <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to: A/S/P Philips NA, LLC Corporation Service Company 84 State Street Boston, MA 02109	
RECEIVER: COMPLETE THIS SECTION ON DELIVERY	
A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
B. Received by (Printed Name) ✓ C. Date of Delivery 7/15/19	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Article Number 7017 3380 0000 8876 4101	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
<i>44-22-2019</i> PS Form 3811, July 2015 PSN 7530-02-000-9053	

EXHIBIT 3

LAW OFFICES OF
FRANCIS O. SCARPULLA
ATTORNEY AT LAW
AND
SOLICITOR, UNITED KINGDOM AND WALES
SOLICITOR, IRELAND
456 MONTGOMERY STREET, 17TH FLOOR
SAN FRANCISCO, CA 94104
(415) 788-7210
TELECOPIER: (415) 788-0706
CELLULAR: (415) 310-0607
EMAIL: fox@scarpullalaw.com

July 15, 2019

VIA CERTIFIED MAIL

Registered; Return Receipt Requested

Registered Agent for Service of Process
for Hitachi America, Ltd.
Prentice-Hall Corporation System, Inc.
84 State Street
Boston, MA 02109

Dear CRT Manufacturers¹:

The undersigned counsel represent Hope Hitchcock, Kerry Murphy, Gary Talewsky, and Harry Garavanian (the "Claimants").

The provisions of Massachusetts General Laws of Consumer Protection, Chapter 93A, Section 9, grant Claimants the right to make demand – and we hereby make a written demand on their behalf – for the relief that is described in that act. The Claimants make their demands individually pursuant to M.G.L.A. 93A, § 9(3), but with the intent to pursue relief for all others similarly situated pursuant to M.G.L.A. 93A, § 9(2).

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CRT Manufacturers

July 15, 2019

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Page 3

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Very truly yours,

/s/ Francis O. Scarpulla

FRANCIS O. SCARPULLA
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Counsel for Hitchcock and Murphy

/s/ Theresa D. Moore

THERESA D. MOORE
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cc: Patrick B. Clayton, Esq.
John G. Crabtree, Esq.
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7019 07000 00001 1662 3254	U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
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Certified Mail Fee \$ 3.80	Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$ 2.80 <input type="checkbox"/> Return Receipt (electronic) \$ _____ <input type="checkbox"/> Certified Mail Restricted Delivery \$ _____ <input type="checkbox"/> Adult Signature Required \$ _____ <input type="checkbox"/> Adult Signature Restricted Delivery \$ _____ Postage \$.50 Total Postage and Fees \$ 4.30 Sent To <i>Street and Apt. No.</i> <i>City, State, ZIP+4</i>	
7-15-19 <i>Cpe</i> Postmark Here		
A/S/P Hitachi America, Ltd. Prentice-Hall Corp. System, Inc. 84 State Street Boston, MA 02109		

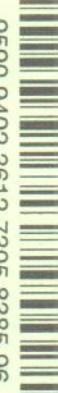
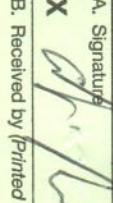
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. <p style="text-align: right;">1. <small>Address on back of card</small></p>		<p>A/S/P Hitachi America, Ltd. Prentice-Hall Corp. System, Inc. 84 State Street Boston, MA 02110</p> <p style="text-align: right;"><i>22-2019</i></p>	
 9590 9402 3612 7305 8385 96		<p>A. Signature </p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7019 0700 0001 1662 3254</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Insured Mail <input type="checkbox"/> Restricted Delivery <input type="checkbox"/> Restricted Delivery <small>(over \$500)</small></p>			

EXHIBIT 4

LAW OFFICES OF
FRANCIS O. SCARPULLA
ATTORNEY AT LAW
AND
SOLICITOR, UNITED KINGDOM AND WALES
SOLICITOR, IRELAND
456 MONTGOMERY STREET, 17TH FLOOR
SAN FRANCISCO, CA 94104
(415) 788-7210
TELECOPIER: (415) 788-0706
CELLULAR: (415) 310-0607
EMAIL: fos@scarpullalaw.com

July 15, 2019

VIA CERTIFIED MAIL

Registered; Return Receipt Requested

Registered Agent for Service of Process
for Mitsubishi Electric US, Inc.

CT Corporation System
155 Federal Street, Suite 700
Boston, MA 02110

Dear CRT Manufacturers¹:

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Pursuant to M.G.L.A. § 9(3), please respond within 30 days of receipt of this letter. Should you fail to do so, we will file claims for the Claimants and on behalf of a plaintiff class of

CRT Manufacturers

July 15, 2019

Page 3

indirect purchasers who purchased CRT products in Massachusetts from March 1, 1995 through November 25, 2007, seeking all available remedies under federal and Massachusetts law.

Very truly yours,

/s/ Francis O. Scarpulla

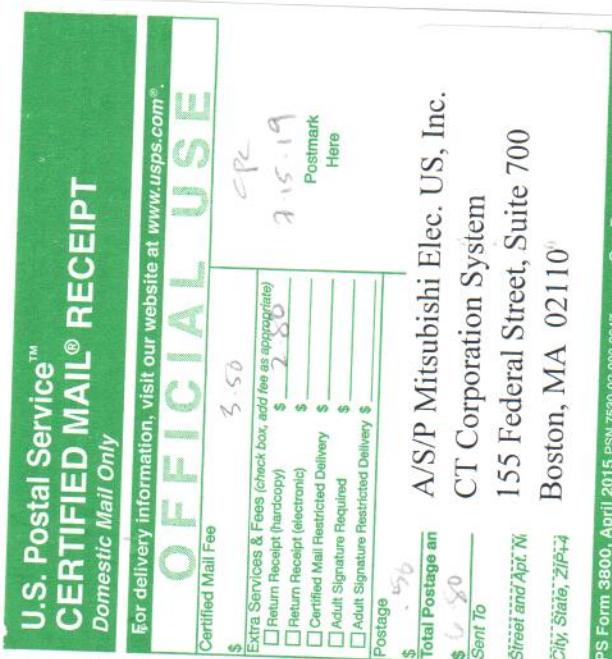
FRANCIS O. SCARPULLA
Law Offices of Francis O. Scarpulla
Counsel for Hitchcock and Murphy

/s/ Theresa D. Moore

THERESA D. MOORE
Law Offices of Theresa D. Moore, PC
Counsel for Talewsky and Garavanian

BT/FOS/cpc

cc: Patrick B. Clayton, Esq.
John G. Crabtree, Esq.
Brian Tackenberg, Esq.
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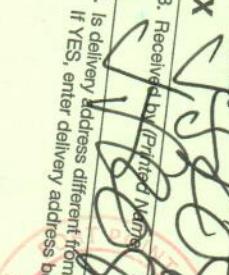
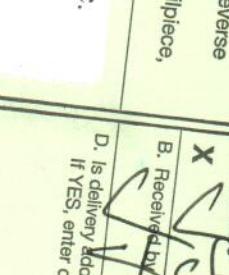
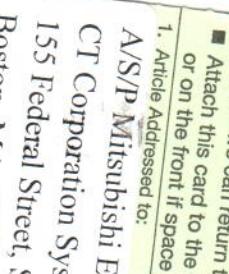
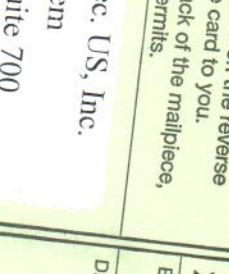
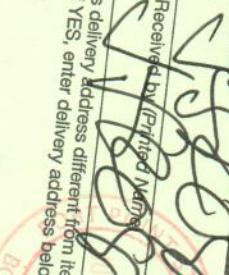
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<input type="checkbox"/> Complete items 1, 2, and 3 <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to: A/S/P Mitsubishi Elec. US, Inc. 155 Federal Street, Suite 700 Boston, MA 02110	
2. Article Number (Transfer from service label) 9590 9402 3612 7305 8385 34 PS Form 3811, July 2015 PSN 7330-02-000-9053	
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EXHIBIT 5

LAW OFFICES OF
FRANCIS O. SCARPULLA
ATTORNEY AT LAW
AND
SOLICITOR, UNITED KINGDOM AND WALES
SOLICITOR, IRELAND
456 MONTGOMERY STREET, 17TH FLOOR
SAN FRANCISCO, CA 94104
(415) 788-7210
TELECOPIER: (415) 788-0706
CELLULAR: (415) 310-0607
EMAIL: fos@scarpullalaw.com

July 15, 2019

VIA CERTIFIED MAIL

Registered; Return Receipt Requested

Registered Agent for Service
for Panasonic Corporation of North America
CT Corporation System
155 Federal Street, Suite 700
Boston, MA 02110

Dear CRT Manufacturers¹:

The undersigned counsel represent Hope Hitchcock, Kerry Murphy, Gary Talewsky, and Harry Garavanian (the “Claimants”).

The provisions of Massachusetts General Laws of Consumer Protection, Chapter 93A, Section 9, grant Claimants the right to make demand – and we hereby make a written demand on their behalf – for the relief that is described in that act. The Claimants make their demands individually pursuant to M.G.L.A. 93A, § 9(3), but with the intent to pursue relief for all others similarly situated pursuant to M.G.L.A. 93A, § 9(2).

Each of the Claimants has been the victim of a conspiracy to fix the price of cathode-ray tube (CRT) products, including televisions and computer monitors, by the CRT Manufacturers. Each of the Claimants is an indirect purchaser of CRT products for their own use and not for resale. The price-fixing conspiracy has been described in the pleadings of Indirect-Purchaser Plaintiffs in complaints for relief starting in 2007 in litigation pending in the U.S. District Court for the Northern District of California: *In re Cathode Ray Tube (CRT) Litigation*, MDL No. 1917, Case No. 07-cv-5944-JST (N.D. Cal.).

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CRT Manufacturers
July 15, 2019
Page 2

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Pursuant to federal law, all CRT Manufacturer co-conspirators are jointly and severally liable for all damages arising from the conspiracy.

The Claimants purchased CRT products whose prices were artificially high as a result of the price-fixing conspiracy:

1. Hope Hitchcock: Ms. Hitchcock purchased a Samsung CRT television at Best Buy in Danvers, Massachusetts in October 1998.
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CRT Manufacturers
July 15, 2019
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/s/ Francis O. Scarpulla

FRANCIS O. SCARPULLA
Law Offices of Francis O. Scarpulla
Counsel for Hitchcock and Murphy

/s/ Theresa D. Moore

THERESA D. MOORE
Law Offices of Theresa D. Moore, PC
Counsel for Talewsky and Garavanian

BT/FOS/cpc

cc: Patrick B. Clayton, Esq.
John G. Crabtree, Esq.
Brian Tackenberg, Esq.
Brian M. Torres, Esq.
Mark Morrison, Esq.
Christopher Nedeau, Esq.

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT	
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For delivery information, visit our website at www.usps.com ®.	
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A/S/P Panasonic Corp. of NA CT Corporation System 155 Federal Street, Suite 700 Boston, MA 02110	
PS Form 3811, July 2015 PSN 7530-02-000-9053	
See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<input type="checkbox"/> Complete items 1, 2, and 3. <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <i>[Signature]</i> <input checked="" type="checkbox"/> Agent B. Received by (Printed Name) <i> </i> <input type="checkbox"/> Addressee C. Date of Delivery <i> </i>	
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		<i>Domestic Return Receipt</i>	

EXHIBIT 6

LAW OFFICES OF
FRANCIS O. SCARPULLA
ATTORNEY AT LAW
AND
SOLICITOR, UNITED KINGDOM AND WALES
SOLICITOR, IRELAND
456 MONTGOMERY STREET, 17TH FLOOR
SAN FRANCISCO, CA 94104
(415) 788-7210
TELECOPIER: (415) 788-0706
CELLULAR: (415) 310-0607
EMAIL: fos@scarpullalaw.com

July 15, 2019

VIA CERTIFIED MAIL

Registered; Return Receipt Requested

Registered Agent for Service of Process
for Samsung Electronics America, Inc.
CT Corporation System
155 Federal Street, Suite 700
Boston, MA 02110

Dear CRT Manufacturers¹:

The undersigned counsel represent Hope Hitchcock, Kerry Murphy, Gary Talewsky, and Harry Garavanian (the "Claimants").

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CRT Manufacturers

July 15, 2019

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CRT Manufacturers

July 15, 2019

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/s/ Francis O. Scarpulla

FRANCIS O. SCARPULLA
Law Offices of Francis O. Scarpulla
Counsel for Hitchcock and Murphy

/s/ Theresa D. Moore

THERESA D. MOORE
Law Offices of Theresa D. Moore, PC
Counsel for Talewsky and Garavanian

BT/FOS/cpc

cc: Patrick B. Clayton, Esq.
John G. Crabtree, Esq.
Brian Tackenberg, Esq.
Brian M. Torres, Esq.
Mark Morrison, Esq.
Christopher Nedeau, Esq.



SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

A/S/P Samsung EA, Inc.
CT Corporation System
155 Federal Street, Suite 700
Boston, MA 02110

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Francis O. Scarpulla*
X *Francis O. Scarpulla*
B. Received by (Printed Name)

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:
7019 0700 0001 1662 3247

C. Date of Delivery *July 19, 2019*

3. Service Type
 Adult Signature
 Restricted Delivery
 Certified Mail®
 Restricted Delivery
 Collect on Delivery
 Restricted Delivery
 Insured Mail
 Restricted Delivery
 (over \$500)
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Restricted Delivery

DOMESTIC RETURN RECEIPT

7-15-19
07/19/2019
A 02205
FORTRESS MAIL CENTER
BOXLINE

EXHIBIT 7

LAW OFFICES OF
FRANCIS O. SCARPULLA
ATTORNEY AT LAW
AND
SOLICITOR, UNITED KINGDOM AND WALES
SOLICITOR, IRELAND
456 MONTGOMERY STREET, 17TH FLOOR
SAN FRANCISCO, CA 94104
(415) 788-7210
TELECOPIER: (415) 788-0706
CELLULAR: (415) 310-0607
EMAIL: fos_scarpullalaw.com

July 15, 2019

VIA CERTIFIED MAIL

Registered; Return Receipt Requested

Registered Agent for Service of Process
for Technicolor USA, Inc.
f/k/a Thomson Consumer Electronics, Inc.
Registered Agent Solutions
44 School Street, Suite 325
Boston, MA 02108

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CRT Manufacturers
July 15, 2019
Page 3

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Very truly yours,

/s/ Francis O. Scarpulla

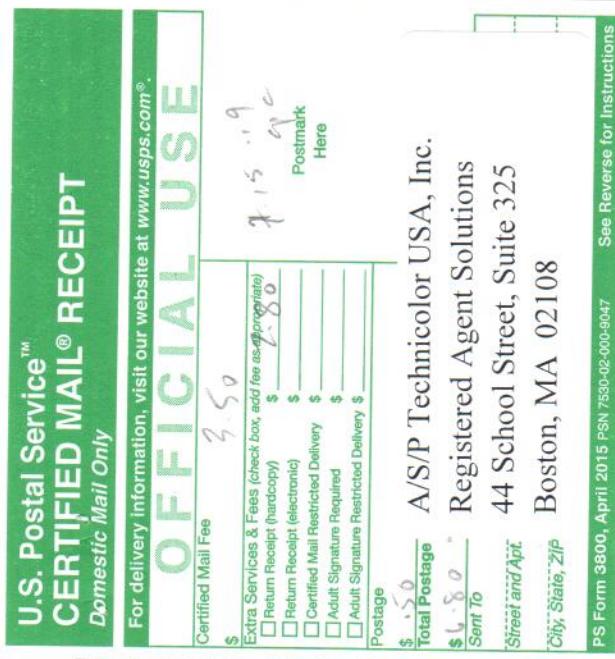
FRANCIS O. SCARPULLA
Law Offices of Francis O. Scarpulla
Counsel for Hitchcock and Murphy

/s/ Theresa D. Moore

THERESA D. MOORE
Law Offices of Theresa D. Moore, PC
Counsel for Talewsky and Garavanian

BT/FOS/cpc

cc: Patrick B. Clayton, Esq.
John G. Crabtree, Esq.
Brian Tackenberg, Esq.
Brian M. Torres, Esq.
Mark Morrison, Esq.
Christopher Nedea, Esq.



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EXHIBIT 8

LAW OFFICES OF
FRANCIS O. SCARPULLA
ATTORNEY AT LAW
AND
SOLICITOR, UNITED KINGDOM AND WALES
SOLICITOR, IRELAND
456 MONTGOMERY STREET, 17TH FLOOR
SAN FRANCISCO, CA 94104
(415) 788 7210
TELECOPIER: (415) 788 0706
CELLULAR: (415) 310 0607
EMAIL: fos@scarpullalaw.com

July 15, 2019

VIA CERTIFIED MAIL

Registered; Return Receipt Requested

Registered Agent for Service
for Toshiba America Consumer Products, Inc.
CT Corporation System
101 Federal Street
Boston, MA 02110

Dear CRT Manufacturers¹:

The undersigned counsel represent Hope Hitchcock, Kerry Murphy, Gary Talewsky, and Harry Garavanian (the “Claimants”).

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CRT Manufacturers
July 15, 2019
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Law Offices of Francis O. Scarpulla
Counsel for Hitchcock and Murphy

/s/ Theresa D. Moore

THERESA D. MOORE
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Counsel for Talewsky and Garavanian

BT/FOS/cpc

cc: Patrick B. Clayton, Esq.
John G. Crabtree, Esq.
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Brian M. Torres, Esq.
Mark Morrison, Esq.
Christopher Nedeau, Esq.

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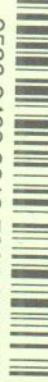
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>1. Article Addressed to:</p> <p>A/S/P TACPI CT Corporation System 101 Federal Street Boston, MA 02110</p> <p>2. Article Number (Transfer from service label)</p> <p>7018 1830 0001 6293 4234</p> <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) <input type="checkbox"/> Domestic Return Receipt</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below: RECEIVED MAIL BOXLINE 07/20/2015</p>	
 <p>9590 9402 3612 7305 8385 03</p>		<p>A. Signature </p> <p>B. Received by (Printed Name) </p> <p>C. Date of Delivery</p>	

EXHIBIT 9

LAW OFFICES OF
FRANCIS O. SCARPULLA
ATTORNEY AT LAW
AND
SOLICITOR, UNITED KINGDOM AND WALES
SOLICITOR, IRELAND
456 MONTGOMERY STREET, 17TH FLOOR
SAN FRANCISCO, CA 94104
(415) 788-7210
TELECOPIER: (415) 788-0706
CELLULAR: (415) 310-0607
EMAIL: fos@scarpullalaw.com

July 15, 2019

VIA CERTIFIED MAIL

Registered; Return Receipt Requested

Registered Agent for Service
for Toshiba America Consumer Products, LLC
CT Corporation System
155 Federal Street, Suite 700
Boston, MA 02110

Dear CRT Manufacturers¹:

The undersigned counsel represent Hope Hitchcock, Kerry Murphy, Gary Talewsky, and Harry Garavanian (the “Claimants”).

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CRT Manufacturers

July 15, 2019

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Law Offices of Francis O. Scarpulla
Counsel for Hitchcock and Murphy

/s/ Theresa D. Moore

THERESA D. MOORE
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BT/FOS/cpc

cc: Patrick B. Clayton, Esq.
John G. Crabtree, Esq.
Brian Tackenberg, Esq.
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Mark Morrison, Esq.
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EXHIBIT 10

LAW OFFICES OF
FRANCIS O. SCARPULLA
ATTORNEY AT LAW
AND
SOLICITOR, UNITED KINGDOM AND WALES
SOLICITOR, IRELAND
456 MONTGOMERY STREET, 17TH FLOOR
SAN FRANCISCO, CA 94104
(415) 788-7210
TELECOPIER: (415) 788-0706
CELLULAR: (415) 310-0607
EMAIL: fox_scarpullalaw.com

July 15, 2019

VIA CERTIFIED MAIL

Registered; Return Receipt Requested

Registered Agent for Service of Process
for Toshiba America Electronic Components, Inc.
CT Corporation System
155 Federal Street, Suite 700
Boston, MA 02109

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CRT Manufacturers
July 15, 2019
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Counsel for Hitchcock and Murphy

/s/ Theresa D. Moore

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BT/FOS/cpc
cc: Patrick B. Clayton, Esq.
John G. Crabtree, Esq.
Brian Tackenberg, Esq.
Brian M. Torres, Esq.
Mark Morrison, Esq.
Christopher Nedeau, Esq.



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EXHIBIT 11

LAW OFFICES OF
FRANCIS O. SCARPULLA
ATTORNEY AT LAW
AND
SOLICITOR, UNITED KINGDOM AND WALES
SOLICITOR, IRELAND
456 MONTGOMERY STREET, 17TH FLOOR
SAN FRANCISCO, CA 94104
(415) 788-7210
TELECOPIER: (415) 788-0706
CELLULAR: (415) 310-0607
EMAIL: fos_scarpullalaw.com

July 15, 2019

VIA CERTIFIED MAIL

Registered; Return Receipt Requested

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CT Corporation System
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CRT Manufacturers

July 15, 2019

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Christopher Nedeau, Esq.

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CT Corporation System
155 Federal Street, Suite 700
Boston, MA 02110

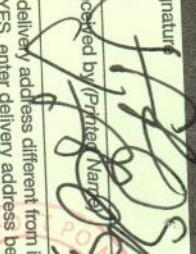
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EXHIBIT 12

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July 15, 2019

VIA CERTIFIED MAIL

Registered; Return Receipt Requested

Registered Agent for Service of Process
for Toshiba America, Inc.
CT Corporation System
101 Federal Street, Suite 700
Boston, MA 02110

Dear CRT Manufacturers¹:

The undersigned counsel represent Hope Hitchcock, Kerry Murphy, Gary Talewsky, and Harry Garavanian (the "Claimants").

The provisions of Massachusetts General Laws of Consumer Protection, Chapter 93A, Section 9, grant Claimants the right to make demand – and we hereby make a written demand on their behalf – for the relief that is described in that act. The Claimants make their demands individually pursuant to M.G.L.A. 93A, § 9(3), but with the intent to pursue relief for all others similarly situated pursuant to M.G.L.A. 93A, § 9(2).

Each of the Claimants has been the victim of a conspiracy to fix the price of cathode-ray tube (CRT) products, including televisions and computer monitors, by the CRT Manufacturers. Each of the Claimants is an indirect purchaser of CRT products for their own use and not for resale. The price-fixing conspiracy has been described in the pleadings of Indirect-Purchaser Plaintiffs in complaints for relief starting in 2007 in litigation pending in the U.S. District Court for the Northern District of California: *In re Cathode Ray Tube (CRT) Litigation*, MDL No. 1917, Case No. 07-cv-5944-JST (N.D. Cal.).

¹ The Claimants refer to the addressees above as the "CRT Manufacturers".

CRT Manufacturers

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As variously alleged since the inception of *In re Cathode Ray Tube (CRT) Litigation* in the Indirect-Purchaser Plaintiffs' consolidated amended complaint (March 16, 2009), as well as in its second (May 10, 2010), third (December 11, 2010), and fourth (January 10, 2013) consolidated amended complaints, the CRT Manufacturers conspired to fix, raise, maintain, and stabilize prices for the sale of CRT products at artificially high and anticompetitive levels. That conspiracy extended from March 1, 1995 until November 25, 2007, and resulted in overcharges of billions of dollars to indirect purchasers across the United States, including to the Claimants who purchased CRT products in Massachusetts. Thus, the CRT Manufacturers' illegal conduct: 1) violated Section 1 of the federal Sherman Act; 2) violated state antitrust laws; 3) violated state consumer protection and unfair competition statutes, including M.G.L.A. 93A, §§ 2, 9; and 4) constituted unjust enrichment subjecting the CRT Manufacturers to disgorgement of profits.

Pursuant to federal law, all CRT Manufacturer co-conspirators are jointly and severally liable for all damages arising from the conspiracy.

The Claimants purchased CRT products whose prices were artificially high as a result of the price-fixing conspiracy:

1. Hope Hitchcock: Ms. Hitchcock purchased a Samsung CRT television at Best Buy in Danvers, Massachusetts in October 1998.
2. Kerry Murphy: Kerry Murphy purchased a Samsung CRT television at Circuit City in North Dartmouth, Massachusetts in the summer of 2000.
3. Gary Talewsky: Mr. Talewsky purchased 4 CRT computer monitors and 5 CRT televisions in Massachusetts from March 1, 1995 to November 25, 2007. Mr. Talewsky also purchased 18 CRT computer monitors in Massachusetts for his office during the same period.
4. Harry Garavanian: Mr. Garavanian purchased 5 CRT computer monitors and 1 CRT television in Massachusetts from March 1, 1995 to November 25, 2007.

Due to the unfair and deceptive practices of the CRT Manufacturers to which the Claimants were subjected, the Claimants have suffered monetary damages because they paid more for the CRT products they purchased than they would have done in the absence of the conspiracy. The amount of the damages the Claimants suffered cannot be determined at this time in the absence of additional discovery, however, that information is known and has been concealed by the CRT Manufacturers as part of the price-fixing conspiracy. The Claimants demand a sum of money sufficient not only to pay their own damages, but also for those indirect purchasers who bought CRT products in Massachusetts for their own use and not for resale from March 1, 1995 until November 25, 2007.

Pursuant to M.G.L.A. 93A, § 9(3), please respond within 30 days of receipt of this letter. Should you fail to do so, we will file claims for the Claimants and on behalf of a plaintiff class of

CRT Manufacturers
July 15, 2019
Page 3

indirect purchasers who purchased CRT products in Massachusetts from March 1, 1995 through November 25, 2007, seeking all available remedies under federal and Massachusetts law.

Very truly yours,

/s/ Francis O. Scarpulla

FRANCIS O. SCARPULLA
Law Offices of Francis O. Scarpulla
Counsel for Hitchcock and Murphy

/s/ Theresa D. Moore

THERESA D. MOORE
Law Offices of Theresa D. Moore, PC
Counsel for Talewsky and Garavanian

BT/FOS/cpc

cc: Patrick B. Clayton, Esq.
John G. Crabtree, Esq.
Brian Tackenberg, Esq.
Brian M. Torres, Esq.
Mark Morrison, Esq.
Christopher Nedeau, Esq.

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